1959-50 **File No.** 1899/48

Liaison P.W.

DEPARTMENT

E **BRANCH** II

Subject:— Security. Deposits.

orders in-Council with

BLK 1950

File No. 1899/48 — E I

Etd. Secrt. Slip. 24 A

G.R., G.D., No. 2408, dated 22-6-22.]

Correspondence

DOCKET SHEET

Subject :—

File No. 1899/48

P.W DEPT.

E BRANCH. II

References :—

Copies Supplied to Mission/Legation Gen file no B(m)/1931

Date.	To whom sent.	Notes and instructions.

LAND REVENUE RULES 1921.

ADMINISTRATIVE ORDERS.

XII. The revenue officers herein below mentioned shall previsoulsy to entering upon their office, furnish security (Sec. 23) to the following amounts.:-

1.	Head Accountants	5,000
2.	Malatdars	
3.	First Karkuns to Malatdars (G.N.733-2-3-20	3,000
4.	Special Head Karkuns for payment of Military Pension (Rs.8436-14	1,000
5.	Treasury Nagodi Karkuns (to Mamlatdars and Mahalkaris) F. 520-31-8-21	3,500
6.	Mahalkari with treasury (F.520-31-21)	3,000
7.	Forest Karkun to Mahalkari with treasury F. 38. 21	1,000
8.*	Shroff Karkuns to Mahalkari of Kalsthan and Keti Bandar (R. 3603-06)	1,000
9	Mahalkari without treasury	500
10	Treasury at Poona	80,000
11	Treasurer at Kanara, Kolaba (R. 10466-06 and Ratnagiri.	20,000
12	All other Treasurers	40,000
13.	First Karkuns to Treasurers of Kanara, Kolaba and Ratnagiri.	1,000
14	All other First Karkuns to Treasurers	2,000
15	Second Karkun to Poona Treasurer	2,000
16	Karkuns other than any of the foregoing employed in Huzur Mamlatdars' or Mahalkaris (Rs. 3608-06) office on Shroff's Work	1,000
17.	Karkuns for payment of Militarypensions Rs.8436-14	500
18.	Supervising Tradrss in Sind (Rs. 7568-12).	1,000
19.	Taoedars in Sind	1,000
20.	Stipendiary (8) Patels or Village accountants appinted under sec. 16 and Japtidars appointed by the Collector to manage attached Khoti villages (Rs. 3451-08 8811-16	200
21	Karkuns or clerks who write the registers of copying, comparing, search and inspection fees and of bhatta and permanent advances and take charge of money deposited for those purposes in Revenue Courts.	200

* He is to hold permanent custody of the Sub-treasury subject to verification by Mahalkari as in R.38-21

22.	Head quarter Assistants in Survey offices (R. 2245-99)	200
23.	Accountant in the office of the commissioner in Sind (Rs. 7978-15)	1,000
24	City Maintenance Surveyors (Rs. 4737 of 6-5-22)	200

7. (24) Provided that in the case of the officers specified in Nos. 8 and 16 the amount of security to be furnished may be raised by the commissioner to such amount not exceeding five thousand rupees as he thinks fit. and in No. 20 he may exempt in special cases, e.g. Khoti villages (Rs. 39-17)

After the issue of Rs. 4418-16 all powers of Government under sec. 23 are delegated to the commissioner in sind under Act. V. of 1868. (3)

"A government servant servant serving in one Department of of the Presidency proper should be permitted to stand surety for a Government servant serging in another Department provided, in the case of Hindus that they are not members of the same joint family Rs. 6064/28 dated 26-11-34)"

In sind a Government servant serving in one department should be permitted to stand surety for Government servant serving in another department, provided in the case of Hindus, that they are not members of the same joint family.

2. Retired Government servants and servants of local bodies should not be debarred from standing sureties for Government servants (Rs. 6064-28-2-12-31).

8. Watandars village officers are not Revenue officers under sec. 3 (1) Rs. 2083-9)) If a watan lapses, then Government succeed to the watan, and the officer appointed by them would be a watar dar for purpose of sec. 85 and 84-A. 7591-07). But when a watan is commuted, it has not been yet decided that the analogy holds, Talatis are edecutive and not ministerial officers for the purpose of C.R.R. 459(a) R. 7268-18.

XIII. When any person is appointed (9) to any office specified in order XII, whatever may be the probable.

Security to be furnished before entering on appointment.

duration of his tenure there of , he shall, before entering thereon furhish security to the amount specified or to such smaller (10) amount as the collector may, in the particular case, deem reasonable and sufficient. (4-5).

9. (i) Rules as to admission and promotion in the subordinate Revenue Service have been framed by Government and published for the Presidency proper in Rs. 6970-10 and for Sind in Rs. 4378-13, subject to amendments from time to time. These rules have not been specifically brought under this code. since they apply also to many officers who are not "Revenue Officers" (Secs. 3(1) and 21). A further important amendment is in Rs. 576-18.

ii) Rules for the qualification of Kulkarnis and Talatis are finally summend up in Rs. 5217- 18.

(iii) Rules for fining suspending, reducing or dismissing Revenue Officers (under Sec. 32) have not been framed under Sec. 214. They are to be found in G. 2749-05, 4493-07, Apparently (see note 6) it has been considered more expedient to lay down a procedure applicable to all departments and not to Revenue Officers. Fining stipendiaries is not considered necessary, but fines have to be employed on occasion against Watani Officers. (R. 2116-83, 5891-93,10431-12) For dismissals , notifications are published by Government (J. 5989-10).

ii) They do however, meet the obligation implied in sec. 214(2) (a* to frame some rules and not leave the matter undefined. though the use of the work"may" does not make it obligatory to frame the Rules under the land Revenue code and by the procedure of 214(3) The "correlative duty" to fix and regulate and not leave the discretion of all officers unfettered (R. L.A. in R. 4820-00) is discharged. (v)* 10 If for some other appointment he has furnished security of a less amount all that is required is to raise the amount to over the deficit. The discretion given to the collector is intended to cover short acting appointments or other special circumstances. Ordinarly addtional security is not required from an officer who has already given is not required from an officer who has already given a amaller security when appointed to an office which he is not likely to hold more than three months

A Bill (II of 1924) introduced to raise the L.R.C. Sec. 35 limit of ay 35 and 99 to 60 and 149 has bot been proceeded with .

(v)* Section 214(2)(a) cannot supersede the statutes regulating the Indian Civil Service for which and for the provincial Services Rules have been separately framed.

XIV. Where he executes a Bond (II) the number of sureties shall be one or more at his option, if the amount of security does not exceed 1000 rupees; and otherwise shall be not less than two(6)

11, There are special forms under the Civil Account code for Treasureies(security Bonds (formerly printed as appendix Q in sathe) but it is simpler and more practical use to require security according to these rules in all cases when they are revenue officers (F. 3697-90).

The form is shedule B. of the Code (Joglekar P. 2561) (F. 4486-82) But when Government paper in de osited in form is prescribed in F. 3739-82.

Expired Bonds are prserved till there is no possibility of their being of use (F. 3449-90). These bonds are exempted from stampt duty. (B.G.G.Part I. page 492 of 18881 and P. 1808 of 1889).

XV. (1) Heads of offices in which any officer required

duties of heads of offices in respect of securityes.

Furnish security is serving will head responsible for seeing that the necessary security is duly furnished and that it is good and sufficient (12)both at the time it is first furnished and there after until it is no longer required.

(2) For this purpose heads of offices shall carefully scrutinize the security and satisfy themselves as to its sufficiency both when it is first offered and also once a year after it has been accepted, and if they deem it insufficient , shall require the officer concerned to furnish additional or fresh security.

3) Care must be taken that no one person is accepted as surety of behalf of a disproportionately large number of number of officers, whether such officers belong to the same office or department or not.

(4) No Karkun should ordinarily have in his custody more than e amount for which he has given security. surp lus should be placed in the tresury (R. 4431-01)

12 . For rules and form of Solvency certificate, see R. 5187-02 and 30 3072-09. The property pledged must be in British India R. 2192-00. A Bond or contract by morethan one person is Joint unless there are distinct words importing serverance)Rs. 1635-16). a joint contract is also serval (I.L.R. 17 Bom. 6).

XVI. (1) The collector shall keep a register (Appendix.

O-A) (R. 2497-99) of all securities furnished by each officer

A register of securities to be kept by collector.

in his district in accordance with order XVIII for ~~xxxxxxx~~ scrutiny by the Commissioner during his tour. and shall submit annually to the commissioner, on 1st October, a certificate that all such securities are good and sufficient.

2. This register shall contain such particulars as the commissioner may from time to time direct. A column must be added in all cases in which to record immediately on receipt of withdrawl(Section 39) of a surety(R. 267-107).

3. For the purposes of section 31(2) an annual declaration (13)of all landed property is required from all officers (G. 3000-03)

13. This from and the form of Register of all the declarations is in Joglekar. p.581.

.....

Land Revenue Code. 1879.

SCHEDULE "D"

Form of Bond to be required under Section 28 or 164.

Whereas I, Have been ordered by to (here state the nature of the demand) and whereas I dispute the right of the said to make the said order, I hereby bind myself to file a suit within fifteen days from the date of this bond in the District court of " to contest the justice of the demand, and do agree that in the event of a decree being passed against me I will fulfil the same and will pay all amounts. including costs and interests, that may be due to by me, or that if I fail to institute a suit as aforesaid, I will, when required, pay the abovementioned amount of Rupees. (or will deliver up the above mentioned papers or property, as the case may be). and in the case of my making default therein, I hereby bind myself to forefit to the (Crown) the sum of rupees.

Dated

Signature.

From of Security to be subjoined to the Bond of the Principal.

We,

hereby declare ourselves securities for the obovesaid that he shall do and perofrm all that he has above undertaken to do and perform. and in case of his making default therein we hereby bind ourselves to forfeit to the (Crown) the sum of rupees.

Dated.

Signature.

Section XII. Secutiry Deposits.

40. Cashiers store-keepers, sub Store Keepters and subordinates entrusted with the collection or custody of cash, stores, stamps or any other property may be required to furnish security in one of the forms mentioned below, the amount being regulated according to the circumstances and local conditions in each case under the sanction of the competent authority. :-

1) By Execution of a personal security bond with two sureties in the form prescribed in Appendix. I-B.

Note 1. A government servant serving in one department may be permitted to stand as surety for the Government servant serving in another department provided in the case of Hindus they are not members of the same joint family. Retired Government servants and servants of local bodies should not be debarred from standing as sufeties for Government servants.

Note. 2. The Solvency of the sureties should be varified every year and fresh sureties should be called for where necessary .

(2) Fidlity guarantee policies in the form prescribed in appendix I.H. the policy should be from a company approved by Government.

(3.) In cash, either in lump sum in the form prescribed in appendix I-D. The following may also be accepted as security in lieu of cash. :-

Or by monthly deductions from pay in the form prescribed in Appendix I-E.

a) Government securities as defined by the Indian security Act. 1920, or securities specified in clause (c) or (d) of section A of the Indian trusts Act, or post office cash certificates in the form prescribed in appendix. I-F.

b) Deposits in Post office savings Bank in the form prescribed in appendix I.G.

The following instructions are laid down for the guidance of the officers when sucurity is taken in lieu of cash in any of the forms mentioned above.

i) The security should be formally transfered to the Head of the office concerned, i.e. the transfer should be made to the Head of the o ffice by designation.

ii....

ii), In respect of (a) above a margin of 5 per cent. On the market value of the paper to cover possible depreciation should be required at the time of first taking the security. During the period of deposit the officer who accepts these securities is responsible for seeing that the security remains adequate and if there occurs a material fall in the market value of securities which he has accepted, he may require that an additional security should be deposited , Where the fall in market value exceeds 20 per cent . additional security should invariably be taken.

The bonds mentioned against sub rules (i) , 3(a) and 3(b) above should ordinarily remain in force for a period of one year after the final termination of the service or the death of the Government servant called upon to furnish security or in the case of his appointment or transfer to any office not requiring security one year from the date of such a pointment or transfer as the case may be The Head of the office concerned may owever, extend the period bayond one year if the special circumstances of the case warrant it. The bond form is so printed as to allow the period being entered in each case.

Note 1. when a Government servant who vacates hispost by reason of resignation, dismisal or otherwise, is reappointed to the same post or to any other post for which security is required, a fresh security bond should, invariably be taken from him on his reappointment..

Note 2. Claims on behalf of deceased Government Servants in respect of security deposits lodged by them should be dealt with in the manner prescribed in Fin. R.52(b), except that indemnity bond has been prescribed in Appendix.I A..

Note 3. Thisrule is applicable to Inspectors of weights and Measures in the Department of industries.

A PPENDIX. I A.

(See Fin. R 40).

Indemnity Bond.

KNOW ALL MEN BY THESE PRESENTS THAT I, the undersigned of late Mr. an employee in the department of the Government of Bombay, am held and firmly bound to the Governor of Bombay (herein after referred to as the Governor of Bombay in the sum of rupees.) to be paid to the Governor of Bombay, his successors in office assigns or his or their attorney or attorneys for which payment well and truly to be made I bind myself, my heirs, executors, administrators and assigns by these presents. dated day of 19.

WHEREAS THE said Mr. herein-after referred to as the "deceased") had prior to his death on the 19 in virtue of his appointment on the in exercised the office of in the Department of the Government of Bombay;

AND WHEREAS the deceased in consideration of his appintment had, / under an agreement dated the hereinafter referred to as "the said agreement" inter alia by way of security, delivered to, deposited with and endoresed over to the Promossory Notes of the Government of India for rupees(Rs.). particulars of which are set forth and specified in the schedule hereunder written)-(deposited cash to the amount of Rupees (Rs. in the post Office savins Bank at upon the conditions specified in the agreement dated the 19. hereinafterreferred to as "the said agreement " / - (agreed to deposit with security to the amount of rupees Rs.) AND WHEREAS the deceased being unable to furnish the required amount of rupees. (Rs.) at once, had requested and agreed that the said amount be accumulated by deduction from his pay of consecutive monthly install-ents each of rupees(Rs.

monthly instalment each of rupees (Rs.
and that each such instalment until the whole sum of rupees
(Rs.) was completed thereafter the whole sum
rupees (Rs.) should be deposited with and retained by
as security upon the conditions specified in the agreement
dated hereingafter referred to as " the said agreement
AND WHEREAS such deductions were made and the amount of
rupees (Rs.) was accumulated and deposited with and
retained by as security hereinafter referred to as
"the said security " AND WHEREAS BY the said agreement " and Where
as such deductions wer made and the amount of rupees
(Rs) was accumulated and deposited with the retained
by as security) herein after referred to as "the said
security" herein after referred to as "the said
security" and Whereas by the said agreement dated the
day of 19 it was stipulated that the said
seucutiry shou-d be and remain with Government or any officer
having authority under Government with full power to sell and
dispose of or get in the same upon the conditions mentioned therein.

AND WHEREAS the deceased hath well and truly paid and supplied
all sums of money and other property received by him in virtue of
his office and rendered true accounts thereof and dischraged the
duties of his office honestly and to the best of his ability and
did not quit or neglect the service of Government, and did other-
wise fully conform to the conditions of the said agreement and was
entitled to the return of the waid security and Whereas
(hereinafter referred to as " the applicant ") has applied to the
Government of Bombay that the said security should be paid
of delivered to the applicant.
AND WHEREAS the Government of Bombay has agreed to pay
delivered
the siad security to the applicant on his agreeing to indemnify
the Secretary of State in respect of such payment.
delivery.

NOW the condition of the above written bond is such that
if from the date said security is paid to the applicant.
delivered
the applicant his heirs, executors administraters and assigns
her
shall at all times hereafter keep fully indemnified and save
harmless the Governor of Bombay, his successors in office and

assigns from all action suits de-ands and claims, whatsoever, which may hereafter be made by any person of persons against the Governor of Bombay his successors in office or sassisgns in anywise concerning or in regard to of in respect of the said payment/delivery then t is obligation shall be void and of no effect, otherside it shall remain in full force. and virtue.

Signature of the abovenamed.

In the presence of -

1.) *signatures of witnesses.
2.)

Sureties.

I/We of hereby declare myself/ourselve

Myself/ourselves Surety/Sureties for the abovenamed that he shall do all that he has above undrtaken to do and in case of his making default therein I /we bind myself/ourself , my/our herirs, executors, administrators and assigns, jointly and severally to pay to the Governor of Bombay the sum of rupees*.

(Rs.)

Dated

Signed and delivered in the resence of -

1.

2.

---

here enter amount suffitient to cover the amount of security returned.

APPENDIX 1-B

See Fin.. R. 40

Form of Personal Security Bond.

KNOW all men by these presents the I.A.B. of hereinafter referred to as * the Governor of Bombay which expression shall, unless excluded by or repguarant to the contests included his successors 8n office and assings)in ~~xxxxxx~~ the sum of rupees (Rs.) to be paid to the Governor for the Governor for which payment, well and truely to be made I bind myself my heirs, admiinstrators and leal representatives by these presents

WHEREAS the above bounden A.B. was on the day 193 appointed to and now holdsthe office of in the office of

and whereasthe said A.B.. by virtue of such office is bound to collect

(here describe the nature of the Cashier's / Store Keeper's / sub Store Keeper's / Subordinate's duties) and

Keep and render true and faithfull accounts of his dealings with and property and money which may come into his hands or possession under his c ntrol such accounts to be keept in the form and manner they may, from time to time be prescbrined by duly constitued author-ty and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him

And whereasthe said A.B. has in pursuance of rule 40 of the Bombay financial rules, been called upon to execute a bond with two sureties in favour of the Secretary of state in the above mentioned sum of rupees (Rs.)

for the due and faithful performance by the said A.B. of the dutiesof his office and any other office requir ing security (C.S. 40 to which he may be appointed at any time and of ather duties which may be required of him whole holding any such office as aforesaid (C.S.40) and for the purpose of securing and indemnifying the Governor against all loss, injury damage, costs or expances which the Governor may in any way suffer, sustain or pay by reason of the mis conduct, neglect, oversight or any other act. of the said A.B.or any persons acting underhim of for whom he may be responsible.

Now the condition of the above written bond is such that if the said A.B. has whilist he has held the said office of as aforesaid and if he shall whilist be shall hold the said office or any other office requiring security to which he may be appointed, or in which he may act, alway duly perform and fulfil all and every the duties thereof respectively and other duties which may from time to time be required of him while holding any such office as aforesaid (C.S.40) and shall duly pay into the Geogernament Treasury at all such moneys as are payable to Government and shall come into his possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other properties which shall come into his possession or control by reason of the said office and if the said B. his heirs, executors or administrat ors shall pay or cause to be paid upto the secterary of state the amount of any loss or defalcation in the accounts of the said within 24 hours after the amount of such loss or degelcations. shall have been demanded from the said A.B, by the such demand to be in writing and left at the office or last known place of residence of the said A.B. and shall also at all times indemnify and save harmless the Governor from all and ever loss injury damage, costs or expenses which has been or shall or may at any times or time hereafter during the service or employmentof the said A.B. in such office as aforesaid or any such other offices afforesaid, be sustained, incurred suffered, or paid by the Governor embezzlement defalcation mismanagement, neglect failure by reason of my act ms conduct, default, disobediente, ommission or insolvency of the said A.B. or of any person or persons acting underhim or for whom he may be responsible. then this obligation shall be void and of no effect, otherwise the same shall be and remain in full force.

And it is hereby further agreed that in the event of the death of the said A.B. or on the final temination of the service of the said A.B. whether as such as aforesaid or otherwise or in the event of the said A.B. ceasing to hold any office requiring security, this bond shall remain with the

for calander months for recovering any loss, injury,

~~damage costs of otherwise, or in theevent~~
damage costs or expenses that may have been sustained, incurred or paid by the Governor owing to the act, neglect or default of the said A.B. or any such other person or persons as aforesaid and whhh may not have been discovered until after his dealth or the termination of his said service; or his ceasing to hold any office for which the security was required.

Provided always that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid it shall be open to the secretary to state to recover the amount payable under this bond as an arrear of land revenue.

IN WITNESS whereof the said A.B. has hereunto set his hands this day of 19.

Signed and delivered by the abovenamed
A.B. in the presence of -

1.
2.

We hereby declare ourselves, sureties for the abovesaid A.B. that he shall do and perform all that he has above undertaken to do and perform, and in case of his making default therein, we thereby bind ourselves jointly and severally to forfeit to the Governor the sum of Rs. in which the abovesaid A.B.. has bond himself, or such other sum as shall be deemed to be sufficient by the * to cover any loss or damage which the Governor may sustain by reason of such default.

And we agree that the Governor may, without prejudice to any other rights or remedies of the Governor recover the said sum as an arrear of land revenue..

And we also agree that neither of us shall be at liberty to determinate his suretyshop. except upon giving to the said Six calendar months notice in writing of his intention so to do and our joint and several liability under this bond shall continue in respect of all acts, embezzlements defalcations, mismanagements, neglects, failures, misconducts defaults, disobedientce, omissions and involvencies on the part of the said until the expiration of the said period of six months.

* to be filled in .

Dated this the day of 19.

Signature of sureties in the presence of -

1.

2. (signature)

In the presence of -

1.

2. (Signature..)

APPENDIX 1 C.

(See Fin.. R. 45)

Form agreement for tenancies of Government residence let to private individuals.

AN AGREEMENT made the day of 19. between the SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called " the Lessor")of the one part and (hereinafterxx called"the Lessee" which expression shall be deemed to include, unless the the context does not admit, his heirs, executors, administrators and permitted assigns) of the other part.

WITNESSETH as follows:-

1. In consideration of the deposit by the Lessee with the Lessor of the sum of Rs. and of the rent hereby reserved and of the covenenants and conditions hereinafter contained the lessor hereby demisses into the Lessee ALL that Bungalow and premises within known as together with the outhouses and servants' quarters attached thereto standing on the land situate.

TO HOLD unto the Lessee upon a monthly tenancy to be computed as commencing on the first day of and of the covenants and conditions hereinafter contained the Lessor hereby demises into the lessee All

19 Paying therefore unto the lessor the montly rent of Rs. on the first day of each (succeeding) month (in adcance) the first payment of such rent for the first month having been due on the first day of 19.

2.. The Lessee convenants with the lessor as follows..

(a) To pay the rent hereby reserved at the time and in manner aforesaid at the office of the Executive Engineer, manner aforesaid at the office of the Executive Engineer Division (hereinafter referred to as "the Executive Engineer") or at such other plance as the lessor shall require.

b) To pay all rates and taxes for specific services such as water tax and halalkhore tax to the Municipal or other local body concerned ar by a prorata Enhancement of rent as the lessor may decide .

c) To bear and pay to the or other body or company concerned the charges for the electrical energy supplied to the demised premises.

d). At the lessee's expence to provide all electric bulbs required for use on the electric installation provided in the demised premises, to replance such of the electric bulbs as may fail, fuse, or be broken and to keep the electric installation in a clean condition by properly dusting the fans and fittings.

e) To keep the premises in a clean and sanitary conditions and not to allow any refuse to collect in the compound and to abide by all bye laws rules and regulations of the Municipality or cantonment .

f) Not to make any additions or alterations to the said bungalow or other buildings and premises hereby demised without the sanction of the Executive Engineer previously obtained in writing. All additons or alterations made by the lessee shall become the property of the Lessor on the termination of this demise and the lessee shall not be entitled to any compensation therefore Provided nevertheless that the Lessor shall be at liberty to call upon the lessee at the Lessee's expense to remove all additions or alterations made by the Lessee and require the Lessee to restore the said bungalow and premises to the condition in which they were at the time of occupation.

g) Not to do or permit to be done upon the said premises anything which in the opinion of the lessor may be a nuisance or annoyance to or in any way interfere with the quiet and confort of the the occupants of neighbouring properties.

P 2 6

(j)To allow the Lessor or hisagents or servants to view the premises at any time during the day time on receipt of Twenty-four hours' previous notice..

~~deliver up the said property in good condition and the lesse~~

shall have the right to the produce thereof.

l) The Lessee shall not cut down , lop or injure tr es or large shrubs without the written permission of the Executive Engineer and the proceeds of the sale of all trees cut down or lopped off shall belong to the lessor

m) At the end of sooner determination of the tenancy hereunder peachaly and quietly to yield up possession of the said premises to the Executive Engnierr or behalf of the Lessor in the same condition in which they were at the commencement of the tenancy fair wear and tear excepted.

n) To pay the costs of the preparation and completion of these presents in duplicate including stampt and registration charges and the Lessee shall take the orginal of this lease and the Lessor will keep the duplicate.

3. The Lessor hereby covenants with the lessee as follows.:-

a) To carry out the usual minor annual repairs such as white-sashing, monsoon roof repairs, and repairs to the sanitary and water installation of the premisses, The lessor shall not be compelled to do any other repairs or new work whatsoever.

b) The Lessee paying the rent hereby reserved and observing and performing the conditions herein before contained shall and may peaceabley enjoy the said demised premises for the term hereby granted without any interruption from the lessor, of any person lqwfully claiming by, from or under the lessor.

4. PROVIDED ALWAYS and it is hereby agreed between the parties hereto as follows:-

a) If and whenever any part of the rent hereby reserved shall be in arrear the same shall be recoverable by the lessor from the lessee as an arrear of land revenue.

b) If the rent hereby reserved shall be in arrear for the space of 30 days whether the same have been legally demanded or not or if and whever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the lessor may re-enter upon any part of the said premis-es

in the name of the whole and thereupon the same term herby granted shall absolutely cease and determine.

c) The deposit of Rs. made by the leassee shall be refundedto him on the termination of this agreement provided that the lessee has fulfilled all the convenants and conditions thereof and after deduction of any sums which may be due to the lessor, The deposit if made in cash shall not bear interest.

xD) Any notice to be given to the lessee shall be deemed to be sufficient and duly served if signed by the Executive Engineer for the time being or other dully authorised officerxx and addressed to the lessee and sent by registered post to or left at the said demised premises or affixed to any conspeicuous part of the said premises.

IN WITHNESS WHEREOF the for and on befoalf of the Secretary to state half hereunto set his hand and his has hereunto set his hand the day and year first above written.

Signed by

In the presence of

signed by

In the presence of -

APPENDIX 1 D.
See Fin. R. 40.
Form of cash security Bond.

KNOW all men by these pr-sents that I.A.B of
am held and firmly bound upto the
Governor of Bombay hereinafter referred to as "Governor". in the sum
of rupees Rs. to be
paid to the Governor of Bombay for which payment , well and
truly to be made, I bind myself, my heirs, executors,
administrators, and legal representatives by these presents.
WHEREAS the above bounden A.B. was on the day of
in the office of And whereas the said A.B. by virtue
of such office is bound to collect.

Here described the nature of the
Cashier's
Store Keepter's
Sub Store Keeper's
Subordinate's

duties and to keep and render true and faithful accounts of
his dealings with all property and money which may come
into his hands or possession or under his control, such
accounts to be keept in the form and manner that may from time to
time be prescribed by duely constituted authority and also to prepare
and submit such returns, accounts and other documents as may from
time to time be required of him..
AND WHEREAS the said A.B. has , in pursuance of
rule 40 of the Bombay Financial Rules delivered to and deposit
ed with the theabove mentioned sum of
rupees (Rs.) in cash as security .
for the due and faithful performance by the said A.B.. of the
duties ofhis said office, and of any other office requiring
security to which he may be appointed at any time and of
other duties which may be required of him while holding any such office
as aforesaid and for the purpose of securing and indemnifying the
Governor of Bombay aginst all loss , injury, damage, costs or
expanses which are the Governor of Bombay may, in any way, suffer
sustain or pay, by reason of the misconduct, neglect, oversight or
any otheract of the said A.B. of any person or persons acting under

under him or for whom he may be responsible.

Now the condition of the above written bond is such that if the said A.B. has whilist he has held the said office, of as aforesaid, always duly performed and fulfilled the duties of his said office and if he shall, whilist he shall hold the said office or any other office requiring security to which he may be appointed, or in which he may act, always duly perform and fulfil all and every the duties thereof respectively and other duties which may from time to time be required of him while holding any such office as aforesaid and shall duly pay into the Government Treasury at all such ~~Government Treasury at~~ moneys as are payable to Governmentand shall come into his possession or control by reason of the said office and shall dully account for and deliver up all money papers and other property which shall come into his possession or control by reason of the said office and if the said A.B. his heirs, executors or adminstrators shall pay or cause to be paid unto the Governor of Bombay the amount of Any loss of defalcation in the accounts of the said with in 24 hours. after the amount of such loss or defalcation, shall have been demanded to be in writing and left at the office or last known place of residence of the said A.B. and shall also at all times indemnify and save harmless the Secretary of state from all and every loss, injury, damage, costs or expenses which has been or shall or may at any time or time hereafter during the service or employmentof the said A.B. in such office as aforesaid or any such other offices aforesaid be sustained, incurred, suffered, or paid by the Government by reason of any act, embezzlement, defalcation, mis-management, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A.B. or of any perosn or persons acting under him or for whom he may be responsible, then this obligation shall be void and of no effect, otherwise the same shall be and remain in full force, Provided always and it is hereby declared and agreed that the said sum of rupees , (Rs.) so delivered and deposited as aforesaid, shall be and shall remain with the

for the time being as such security as aforesai with full power to the for the time being , as occasion shall require, to apply the said sum of rupees. (Rs.), or any part thereof in and towards the indemnity as aforesaid of Governor of otherwise as aforesaid.

And it is hereby further agreed that in the event of the death of the said A.B. or on the final termination of the said service of the said A.B. whether as such asaforesaid, or otherwise or in the event of the said A.B. ceasing to hold any office requireing security, the said sum of rupees. 'Rs.) or so much thereof as shall them be in deposit and this bond shall remain with the for calendar months for ecovering any less, injury, damage, costs or expenses that may have been sustained, incurred or paid by the Governor owing to the act, neglect of default of the said A.B. or any such other persons or person as aforesaid and which may not have been discovered until after his death or thetermination of his said service or his ceasing to hold any office for which the security was required , Provided always that the return at any time of the said security s shall not beedeemed to affect the ritht of the Governor to take proceedings upon or under this bond agaist the Said A.B. or against his heirs, excutors, administrators or legal representatives after his death, in case any breach or the conditions of this bond shall be discovered after the retur of the said security and the responsibility of the said A.B. shall at all times continue, and the Governor shall be fully indemnified against all such less demage as aforesaid at any time.

Provided further that nothing herein contained not the security hereby given shall be deemed to limit the liability of the said A.B. in respect of the matters aforesaid to the forefeiture of the said sum of rupees. (rs.) and that would the said sum be insufficient to indemnify the Governor in full for any loss or damage sustained by him in respect of the matters aforesaid the said A.B. shall pay to the Governor on demand such

further sum as shall be deemed by the * to be necessary in additon to the said sum of rupees.

(Rs.) to cover such loss or damage as aforesaid and that without prejudice to any other rights or remedies for recovering the loss or damage foresaid it shall be open to the Governor to recovrt such further sum payable, as aforesaid as an arrear of land revenue.

IN WITHNESS where of the said A.B. has hereinto set his hand this day of . . 19.

Signed and delivered by the abvenamed A.B. in the presence of

1

2. (Signature.)

APPENDIX 1 E.

See Fin. R. 40 .

Form of Security Bond where security is taken in cash by Monthly deductions from Pay.

KNOW all men by these presents that I, A.B. ....of .....am held and firmly bound unto the Governor of Bombay (hereinafter referred to as " the Governor of Bombay(in the sum of rupees..... .....(Rs. .....) to be paid to the Governor of Bombay for which payment well and truly to be made, I bind myself, my heirs edecutors, administrators, and legal representatives by these presents.

WHEREAS the above bounden A.B was on the ....day of .....19 appointed to and now holds the office .....in the office of ..... and whereas the said A.B.....by virtue of such office is bound to collect .....

(here described the nature of the Cashier's / Srotekeeper's / Sub Store Keeper's / Subordinate's items) and to keep and render true and faithful accounts of his delings with all property and money which may come into his hands or prossession or under his control, such accounts to be keept in the form and manner that may, from time to time to be prescribed by duly constitured authority, and also to prepare and submit such retuns, accounts and other documents as may from time to time be required of him.

AND WHEREAS the said A.B. ..... has, in pursuance of rule 40 of the Bombay Financial Rules agreed to deliver to and deposit with the .....for the time being the abovementioned sum of rupees..... (Rs.....) in cash by montly deductions of rupees .....(Rs. .....) to be made from the salary of the said A.B. of the * ..... for the time being until the whole of the said sum of rupees..... .....(Rs.....) shall have been

so delivered and deposited, as security for the due and faithful performance by the said A.B..... of the duties of his said office, and of any other office to which he may be appointed at any time and of other duties which may be required of him, and for the purpose of securing and indemnifying the Secretary of State against all loss, injury, damage costs or expenses which the Governor of Bombay may in any way suffer, sustain or pay, by reason of the misconduct, negleft oversight or any other act of the said A.B. or of any person or persons acting under him or for whom be may be responsible.

Now the condition of the above written bond is such that if the said A.B. has whilist he has beld the said office of..... .....as aforesaid, always, duly performed and fulfilled the duties of his said office and if he shall, whilist he shall bold the said office or any other office to which he may be appointed, or in which he may act, always duly perorm and fulfil all and every the duties there of respectively and orhter duties which may from time to time be required of him and shall duly pay into the Government Treasury at..... .....all such moneys as are payable to Government and shall come into his possession or contorl by the reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or cntrol by reason of the said office and if the said A.B., his heirs, excutors or administrators shall pay or cause to be paid unto the Governor or Bombay the amount of any loss or defalcation in the account of the said..... within 24 hours after the amount of such loss or defalcation, shall have been demanded from the said A.B. by *.....such demand to be in writting and left at the office or last known plance of residence of the said A.B. and shall also at all times indemnify and save hrarless and the Governor of Bombay from all and every loss, injury damage, costs or expenses which hasbeen or shall or may at any times or time hereafterdueing the service or employment of the said A.B. in such office as aforesaid, or in any such other

offices....

offices aforesaid, be substained, incurred, suffered, or paid by the Governor of Bombay by r ason of any act, embezzlement defalcation, misman gement, neglect, failure, misconduct, default, dispbedience, ommission or insolvency or the said A.B, or of any person or persons acting under him or for whom he may be responsible, then this oblixgation shall be void and of no effect; otherwise the same shall be and remain in full force, Provided always and it is hereby declcared and agreed that the said sum of rupees .....(Rs.....) or such smaller amount as shall have been delivered and deposited from time to time shall be and shall remain with the *.....) for the time being as such security as aforesaid, with full power to the *..... for the time being, as occasion shall require, to apply the said sum of rupees .....(Rs..... .....) or any part thereof, in and towards the indemnity as aforesaid of the Secretary of State or otherwise as aforesaid.

And it is hereby further agreed that in the event of the dealth of the said A.B.. or on the final termination of the service of the said A.B. whether as such .... as aforesiad, or otherwise the said sum of tupees .....(Rs. ....) or so much thereof as shall then be in deposit and this bond shall remain with the ..... for the time being for .....calendar months for recovering any loss injury, damage, costs or expenses that may have been sustained, incurred or paid by the Governor of Bombay owing to the act, neglect or default of the said A.B,, or any sumh other person or persons as aforesiad an which may not have been discovered until after his dealth or the termination of his said service. Provided always that the return at an time of the said secur ty shall not be deemed to effect the ritht of the governor of Bombay to taks proceedings upon or underthis bond agaist the said A.B. or aginst his heirs, executors, administrators or legal representatives after his death, in case any breach of the conditions of this bond shall be discovered after the return of the siad securty, and the repossibility of the said A.B. shall at all times continue, and the Governor of Bombay shall be fully indemnified against all such loss or damage

as aforesaid at any time.

Provided further that nothing herein contained not the security hereby given shall be deemed to limit the liability of the said A.B. is respect of the matters aforesaid to the forfeiture of the said sum or urpees .....(Rs. ....) or so much thereof as shall then be in deposit and that should such sum be insufficient to indemnify the Governor of Bombay in full for any loss or damage sustained by him in respect of the matters aforesaid; the said A.B. shall pay to the Governor of Bombay on demand such further sum as shall ~~necessary in addition to the~~ be deemed by the * for the time being to be necessary in addition to the said sum of rupees. .....(Rs..... .) or the sum then in deposit to cover such loss or damage as aforesaid, and that without prejudice to any other rights or remedies for recovering the loss or damage as afore said it shall be open to the Governor of Bombay to recover such further sum payable as aforesaid as an arear of land revenue.

IN WITHNESS whereof the soad A.B. hereunto set his hand this .....day of .....19.

Signed and delivered by the abovenamed A.B.
in the presence of .....

1.

Signature.

2.

*Designation of the officer to be filled in ..

APPENDIX 1 F

(See Fin.. R. 40)

Form of Security Bond where securities mentioned in Financial Rule 40(2) (a) are taken as Security..

KNOW all men by these presents that I, A.B. ..... ----..... of .....am held and firmly bound unto the Governor of Bombay 'here in after referred to as "the Governor of Bombay)in the sum or rupees..... (Rs.) to be paid to the Governor of Bombay for which payment , well and truly to be made I bind myself, my heirs, executors, administrators, and legal repr. sentatives by these presents.

WHEREAS the above bounden A.B. ..... was on the ....day of .....19. Appointed to and now holds the offices..... in the office of and whereas the said A.B. ..... by virtue / such office is bound to collect.....

(here described the nature of the Cashier's / Store Keepers / Sub-Store Keepers's / Subordinate's duties) and to keep and render true and faithful accounts of his deal: -ing with all property and money which may come into his hands or possession or under his control such accounts to be kept in the form and manner that may, from time to time be preseribed by duly constituted authority, and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him..

And whereas the said A.B. has.... has, in pursuance of rule 40 of the Bombay Financ al Rules delivered to and deposited with the * ....for the time being + ... to the amount of rupees / .....)Rs.....) and bearing No./Nos.. .... of ..... duly endorse in favour of the* ..... for the time being as security for the due and faithful performance by the said A.B. .... of the duties of his said office, and of any other office requireing security to which he may be appointed at any ~~such office as aforesaid (C.S.43), and~~ .....

any such office as aforesaid (S.S.43) and for the purpose of securing and indemnifying the securitary of state against all loss, injury damage, dosts or expenses which the Secre ary of State may, in any way, suffer, sustain or pay, by reason to the misconduct, neglect, oversight or any other act of the said A.B. ..... of of any person or persons acting under him or for whom he may be responsible.

Now the condition of the above written bond is such that if the said A.B..... has whilist he has held the said office of ..... as aforesaid always duly performed and fulfilled the duties of said office and he shall, whilist he shall hold the said office or any other office requiring secur ty which he may be appointed or in which he may act, always duly perform and fulfil all and every duties thereof respectively other duties which may from time to time be required of his while holding any such office as aforesaid ~~Said~~(S.S.43) and shall duly pay into the Government Treasury at.. all such moneys are payable to Government ans shall come into his possession or control by reason of the said office and if the said A.B. His heirs, executors or administrarors shall pay or cause to be paid unto the Governor of Bombay the amount of any loss or defalcation in the accounts of the said ..... whithin 24 hours after the amount of such loss or defalcation, shall have beendemandefrom the said A.B. ..... by the ....., ...such demand to be in writing and left at the office or last known place of residence of the said A.B. ..... and shall also at all time indemnify and save harmless the Governor of Bombay from all and every loss indury, damage, costs or expenses which has been or shall or may at any times or time hereafter during the service or employment of the said A.B. .... in such office as aforesaid or in any such other office aforesaid, be sustained incurred, suffered, or paid by the Governor of Bombay, by reason of any act embezzlement, defalcation, mismanagement, neglect, faliure, misconduct, default, disobedience , ommission or insolvency of the said .A.B..... ..... or of any person or persons acting under him or for whom he may be responsible then this obligation shall be void and of no effect otherwise the same s all be and remain in full force. Provided always and it is hereby declared and agreed that the said* .....(for rupees.. .....

(Rs. .....)so delivered and deposited as aforesaid or such other security mentioned in financial Rule 40(2) (a) of the same amount as the said ..... for the t me being may consent, from time to time to acce t and receive in lies of or exchange for the same or which the ,.....for the time being may require the said A.B.....to deposit as additional security to make up the amount of the original security under this bond and the interest thereof shall be and shall remain with the +..... for the time being as such security as aforesaid with full poer to the +..... for the time being as occasion shall require to sell and diespose of the said*..... for rupees.....(Rs.....) or a sufficient portion thereof and to apply the proceeds thereof with the interest already accrued thereon in andtowards the indemnity as aforesaid of the Governor of Bombay or otherwise as aforesead but that nevertheless the in erest accruing on the said*.....may in the meantime be paid over to thesaid A.B..... as and when the same shall be realised if the +--..... for the time being shall fit to do so.

And it is hereby further agreed that in he event of the death of the said A.B..... or on the final termination of the wervice of the said A.B. ..... whether as such ..... as aforesaid or otherwise or in the event of the said A.B. xxax.... ceasing to hold any office requiring security (C.S.43) the said *..... for reupees .....(Rs.....) or such other securities as may have been submitted therefor or added thereto and this bond shall remain with the .....+..... ..for the time being for calender months for recovering any loss, injury, damage, costs or expenses that may ave been sustaine, incurred or paid by the Governor of Bombay owing to the act, neglect or default of the said A.B. of any such other person or persons as aforesaid and which may not hence been discovered until after his death or the termination of his said service, or his ceasing to hold any office for which was required.

Provided always that the return afx any time of the said..... .... of of any security substitued therefor ar added there to as .....

as aforesaid shall not be deemed to affect the right of the Secretary of state to take proceeding upon or under this bond against the said A.B. ..... or against the said A.B..... or against his heirs, exe utors, administrators or legal representatives after his death in case any brach of the conditions of this bond shall be discovered after the retrun of the said .....*..... or the securities substituted therfor ar added thereto as aforesaid and the responsinility of thesaid A.B. ..... shall at all time continue and the Governor of Bombay shall be fully indemnified against all such loss or damage as aforesaid at any time.

Provided further that nothing herein contained nor the security hereby given shall be deemed to limit the liability of the said A.B. ---------- in respect of the matters aforesaid to the forfeiture of the sum for which this bond is executed and that should the sum realised by sale under the power aforesaid of the said..... .....*..... or securities subsituted therfor ar added thereto be insufficient to indemnify the Goveror of Bombay in full for any loss or damage sustained bt him in respect of the matters aforesaid the said A.B..... shall pay to the Secretary to State of demand such furt er sum as shall be deemed by the +..... for the time being to be necessary in additon to the sum realiszed by sale as fresaid to cover such loss or damage as aforesaid and that without prejudice to any other rights or remedies for recovering the loss or damage as foredaid, it shall be open to the Governor of Bombay to recover such further sum payable and aforesaid under this bond as an arrear of land evenue.

IN withness whereof the said A.B. .....has hereuntil set his hand this ,,..... day of 19

singed and delivered.

Sugened and Delivered
by the abovehand.
A.B. Signature

in the presence of

1. ..

2.

---

* Designation of the officer to be filled in
+ Description of security to be filled in / full particulars to be filled in.

APPENDIX 1 G.
See Fin.. R. 40.

Form of security Bond where Deposits in Post office savings Bank are taken as Security..

Know all men by these presents that I.A.B..... of ..... am held and firmly bound nto the Governor of Bombay (Here in after referred to as Governot or Bombay in the sum of rupees..... (Rs.....) to be paid to the Governor of Bombay for which payment well and truly to be made, I bind myself, may heirs, exectors, administrators, and legal representatives by these presents.

WHEREAS the above bounden A.B..... was on the .. ..day of .....19 appointed to and now holds the office of ..... in the office of .... And Whereas the said A.B. .....by virtue of such office is bound to collect .....(here described the nature of

Cashier's
Store Keeper duties and to keep and render true and
subordinate 's
Subordinate's

faithful accounts of his dealings with all property andmoney which may come into his hands or possession or under his control, such accounts to be kept in theform and manner that may, from time to time so prescribed by duly consitited authority, and also to prepare and submit such returns, accounts, and other documents as may from time to time be required of him.

~~And whereas~~ the said A.B. ..... has ~~in pursuance of rule~~ 40 of the Bombay Financial Rules possession or under his control, such accountd to be kept in theform and manner that may, from time to time be prescbibed by duly constituted authority, and also to prepare and submit such returns accounts, and ~~other~~ documents as may ~~from time to time be required of him.~~

And whWhereas said A.B. has in pursuance of rule 40 of the Bombay Financial Rules, delivered to and deposited with the -.....t forthe time beingthe Post office savings Bank Pass Bombay No..... of him and the said A.B. .....dly endoresed in favour of the .....*..... for the time being. and showing a sum of rupees..... (Rs. .....)

to the credit of the said A.B..... in the Postal Savings Bank at ..... as security for the due and faithful performance by the said A.B. ..... of the duties of his said office, and of any other office to which he may be appointed at any time and of other duties which may be required of him, and for the purpose of securing and indemnifying the Governor of Bombay against all loss, injury damage, costs or expenses which the Governor of Bombay may, in any way suffer, sustain or pay, by reason of the misconduct neglect, oversight or any other act of the said A.B. or of any persons acting under him or for whom he may be responsible.

Now the condition of the above written bond is such that if the said A.B..... has whilist he has held the said office of ..... as aforesaid, always duly performed and fulfilled the duties of his said office and if he shall, whilist he shall hold ~~said office~~ or any other office to which he may be appointed, of in whic he may act, always duly perform and fulfil all and every the duties thereof respectively and other duties which may from time to time be required of him and shall duly pay into the Government Treasury at .....all such koneys as are payable to Government and shall come into his possession or control by reason of the said office ans shall duly account for and deliver up all moneys papers and other property which shall come into his possession or control by reason of the said office and if the said A.B. ..... his heirs. executors or administrators shall pay or cause to be paid unto the Governor of Bombay the amount of any loss or defalcation in the aocounts of the said .. .. within 24 hours after the amount of such loss or defalcation shall have been demanded from the said A.B. .....by the ..... such demaned to be in writing and left at the office or last known places of residence of the said A.B..... and shall also at all times indemnify and slave harmless the Governor of Bombay and from all and every loss infury, damage, costs or expenses which has been or shall or may at any times or time hereafter during the service or employment of the said A.B. ..... in such office as aforesaid or in any such other officers aforesaid be sustained incurred, suffered or paid by the Secreary of State by

*Designation of the officer to be filled in.

stated by reasons of any act, embezzlement, defalcation, mismanagement neglect, failure, misconduct, default, disobedience, ommission or insolvency of the said A.B. or of any person or persons acting under him or for whom he may be reponsible, then this obligation shall be void and of no effect; otner wise the same shall be and remain in full force.

PROVIDED ALWAYS and it is hereby declared and agreed that the said Post office Savings Bank Pass and all money for the time being standing to the credit of the said A.B. ..... in the Post Office Savings Bank at ..... and the interest on all such moneys shall be and shall remain with and at the disposal of the ....for the time being as such security as aforesaid with full power to the ..... and the interest for the time being as occasion shall require to withdraw from said Postal Savings Bank the moneys depostied therein and for the time being to the credit of the said A.B....., and the interest thereon or so much thereof as shall be required, and to apply the same in and towards the indemnity as aforesaid of the Governor of Bombay or otherwise as aforesaid but that nevertheless the interest accuring on the said moneys may in the meantime be paid over to the said A.B. ..... as and when same shall be realised if the ..... for the time being shall think fit to do so.

And it is hereby further agreed that in the event of the death of the said A.B. ..... or on the final termination of the service of the said A.B..... whether as such ....as aforesaid, or otherwise thesaid Postal Savings Bank Pass book and the moneys for the time being to the Credit of the said A.B..... in the said Postal Savings Bank and this bond shall remain with and at the disposal of the ..... for the time being for ..... --.....calender months for recovering any loss, injury, damage costs or expenses that may have been sustained incurred or paid by the Secretary of state owing to the act. neglect or default of the said A.B..... or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination if his said service..

Provided always that the return at any time of the said security all not be deemed to affect the right of the Secretary of

State to take proceedings upon or under this bond against the said A.B..... or against his heirs, executors, administrators or legal representation ~~or against his heirs, executors, administrators or legal~~ after his death, in case any breach of the conditions of this bond shall be discovered after the return of the the said security and the responsibility if the said A.B. ,..... shall at all time continue and the Secretary of State shall be fully indemnified against all such loss dange as aforesaid at any time.

Provided further that nonthing herein contained nor the security hereby given shall be deemed to limit the liability of the said A.B. ... . in respect of the matters aforesaid to the forfeiture the sum for which this bond is executed and that should the said sum be insufficient to indemnify the Secretary of State in full for any loss or damage sustained by him in respect of the matters aforesaid the said A.B..... shall pay to the Secetary of State on demand such further sum as shall be deemed by the .....*..... for the time being to be necessary in addition to the said sum of rupees..... (Rs.) to cover such loss or damage as aforesaid and that without prejudice to any other rights or remedies for recovering the loss or damage as aforesiad it shall be to the Secretary of state recovr such further sum payable under this bond as aforesaid as an arrear of land revenue.

IN WITNESS whereof the said A.B. .....has hereunto set his hand this..... day of 19

Signed and Delivered
by the abovenamed A.B.
in the presence of

1. Signature.
2. ---

* Designation of the Office to be filled in.....

Page 183-

Insert the following as appendix I. H:-

APPENDIX I H..

See financial Rule 40..

From Fidelity Guarantee Policy

THE INSURANCE COMPANY LIMITED.

Chief Office,

First Premium Rs.

Sum Guaranteed Rs.. Annual Premium Rs..

Whereas (hereinafter called the "Servant" is in, or about to be taken into, the employment of the Government of Bombay (Hereinafter called the "Government") in the capacity of and has, with the consent of the Government applied to the Insurance Company, limited (hereinafter called the company"), to guarntee his honest and faithful accounting for all moneys, stores, stamps or any other property received by, or entrusted to, him, in such capacity..

2.. And whereas the sum of Rupees hasbeen paid to the company as the premium or consideration for such guarantee commencing from the date of this Agreement and terminating on the thirity first day of March.

3. Now Therefore this agreement witnesseth that in consideration of the premises, and during the period commencing and terminating as aforesaid, and afterwards during each succeeding year from the first day of April of each year, in respect of which the Annual Premium as above atated shall before, or on the 20th day of April be paid to the Company and the company, shall consent to receive the same, the company doth hereby guarantee to Government that the Servant shall during the subsistence of this Agreement, honest and faithfully account to Government for all moneys, stores Stamp or any other property which he slall receive or be entreusted with on account of Government. and the company guaratees, to the extent hereinafter memtioned, to indemnify Government against all loss, injury. or damage in such moneys, stores, stamps, or other property which the Governmentmay in any way suffer or sustain by any act or act of default, negligence, oversight , fraud, misconduct or otherdishonesty of the servant committed during the period for

which the aforesaid p_remium has been paid

by the servant..

4.. Provided that the sum recoverable under this

agreement shall in no case exceed Rupees.....

5.. The company reserves the right to insist upon prosecution of the servant in the event of his dishonesty.

Dated at this day of

Nineteern hundred and

Signed on behalf of the Company

G.R., F.D. No. 8937, dated 10th August 1037.

(Correction No. 123 Financial Publication No.. I. 2nd Edition,

dated 15th November 1937.)

for further orders

See Govt. Memo
F.D.No. 605/33 VII
dated 1-6-53.

EXPRESS LETTER..

No.. 605-33 W.M. Finance Department,
Bombay Castle .
29th November 1949.

To ***

Mehsana
Amereli
Banaskantha
Sabarkantha
Kolhapur
South Satara.

The Collector of Baroda,

Subject Government servants handling Cash etc.. Securities to be taken from

15 Copies of (i) rule No. 40 of Financial Publication, No.I,(ii) Appendices I-A, I.C.I.D. I.E. I.F. I.G. and I.H. to financial Publication No. I. and (iii) Administrative orders XII to XVI of the Land Revenue Rules (1921) regarding securities to be taken from Government servants handling cash,, etc. are forwarded herewith for your information and guidance. You are requested to send one set each to the heads of Offices situtated in your district and to issue instructions to them immediately to take securitees from Government servants in charge of cash, in accordance with the rules laid down in Financial Publication No.1 and orders under the Land Revenue Code, in this bebalf. In the interest of safety of Government money, it is essential to see that (i) securities are taken immediately from Government servants handling cash from whom no securities have been taken so far, and (ii) in other cases (where securities in some form are taken) to see that the provisions of rules laid down in Financial Publication No. I. and orders issued under the land Revenue code are fulfilled..

2. The collector is requested to treat this as "VERY UNGENT"

Sd/-

Financial Adviser to Government

Accompaniment 15 Copies

Cipy with one copy of the accompaniment forwarded to the collectors af Ahmedabad, Kaira, Broach, Panchmahals, Surat Thana Naisk, Poona. Satara (North) sholapur,

Belgaum, Bijapur Dharwar Kolaba, Ratnagiri for information.

2. The ~~Six~~ Collectors are requested to see that suitable securities are taken from Government servants handling cash in former state areas which have been merged into their districts.

Sd/-

K.P.Matharani.

Financial Adviser.

Copy with one copy of accompaniments forwarded to the

Commissioner, Northern Division.

Commissioner, Central Division.

Commissionr, Southern Division.

All Heads of Departments, for information.

1899/48.

Security Deposits:

Furnishing of cash security by Graduate Subordinates of the Subordinate Service of Engrs.

Govt. of Bombay..

P.W.D..

Reso. No. 1899/48
Bombay Castle (Bombay No. 1)
3rd April 1950.

RESOLUTION OF GOVERNMENT.

In modification of the orders confirmed in G.M.No.6488/36 E. dated the 2-3.1940 and Exeeption below Rule 109(a) of the Bombay P.. W.D. Manual, vol.. I- and the Note thereunder, Govt.. is pleased to direct that with immediate effect all graduate subordinates who were hitherto exempted from furnishing security deposits under the above orders as also those who will be appointed as Overseers Surveyors hereafter should be required to furnish security deposit in accordance with the existing Rules . Necessary correction slip to the Bombay P.W.D.. Manual , Vol I. will be issued in due course..

By order of the Governorment of Bombay

Dy. Secy.. to Government.

To

The F.D..

The A. & F.D..

The A.G. Bombay (thro. the F.D..)

The C.E.. to Govt.. P.W.D..

The Elecl. Commr. with the Government of Bombay

The S Es.. of Circles..

The Elecl. Engr. to Government.

The P.H.E. to Government..

The architech to Government.

The Directors, D.D.chawls..

The Ex. Engr.. of Dns.

The Secy., Bombay Housing Board.

The ather Depttas of the Secretarait

Except the Scp. Deptt.

copy Forwarded for information & guidance &-